



East Sussex National Ltd TERMS and CONDITIONS

Terms and Conditions of use (Acceptable Usage Policy)

1. This High Speed Internet Access (HSIA) service (the Service) is provided for you by East Sussex National Ltd hereafter known as (The Company).
2. The following terms govern your use of the Service. By clicking on "Submit" you agree to these terms.
3. We may change these terms from time to time without notice to you. Changes to these terms take effect from the time of posting. Please ensure that you read these terms each time you access the Service.
4. Your use of the Service commences on clicking "Submit" and ends upon either: (1) the removal of the Ethernet cable from your computer or (2) disabling or removing your wireless card or (3) your computer being turned off. This usage is defined as your Usage Period (UP).
5. When a UP commences, your computer network device is identified by its unique MAC address. You are responsible for any use of the Service during a UP from that address. The Company is not responsible for information or material which is transmitted or accessed (with the exception of the Site discussed below) via the Service or for any use of the Service that is inconsistent with these terms.
6. When using the Service, you must ensure that you: do not and do not attempt to infringe the rights of any person, including intellectual property rights, use the Service in accordance with all applicable laws and regulations of any relevant country and with industry codes of practice, do not and do not attempt to do anything that would disrupt or interfere with other network users, services or equipment, do not and do not attempt to use our service to solicit people to become subscribers of competing services or resell or attempt to resell our services; and comply with any requirements of the owner of the premises in which you are accessing the Service.
7. We do not monitor or control any of the material that is transmitted or accessed via the Service (with the exception of the Site discussed below). You should ensure that any person authorised by you to use the Service is familiar with the content of these terms.
8. If required by law or to enforce these terms and conditions, we may monitor the use of the Service. If we monitor the use of the Service and as a result collect any personally identifying information, we will only use any information as required by law.
9. When you first connect the Ethernet cable to your computer, you will visit the "User Acceptance Page" which provides some basic information about the Service.

10. Once you click "Submit" you will visit a "splash page" which contains information about The Company, the premises where you currently are, advertising and links to other sites (Splash Page). When using the Service, you may also visit the public access The Company web site (the Site).
11. Use of the Site is governed by the Disclaimer (please refer to Disclaimer below) as well as the terms set out in this section under the title "The Splash Page and the Site".
12. In relation to the Splash Page, The Company is not responsible for any content that describes or promotes the premises, for the content of any advertising or for any linked site. Linked websites are owned and operated by third parties. The Company provides such links for your information only.
13. By linking to another website, The Company is not making any endorsement or representation in relation to that website, nor is The Company encouraging you to rely on or make particular use of that linked website.
14. Copyright, trademark and other intellectual property laws protect the Site, the "User Acceptance Page" and the "Splash Page." The Company owns or is authorised to use all materials available at the Site and the Splash page. You may make one copy of the material available at the Site, the "User Acceptance Page" and the "Splash Page" for your personal use only. On any copy of the material that you make, you must continue to include any copyright, trademark or other notice on that copy.
15. You may not modify or adapt any material at the Site, the "User Acceptance Page" or the "Splash Page" without our express permission. If you have any queries about the use of the material available at the Site, the "User Acceptance Page" and the "Splash Page", please contact us. Other Content Accessed via the Service
16. With the exception of the Site, the "User Acceptance Page", the "Splash Page" and any other content that is clearly designated as such, The Company is not responsible for any content which is accessed via the Service, in particular, any consequences which result from such access. Fees
17. You must pay the fees at the rates set out on the "User Acceptance Page" for each UP or as otherwise agreed with the premises in which you are currently accessing the Service.
18. Fees are charged for each UP conducted on a particular computer. If you use a different computer during your stay at the premises, you will be charged separately for the UP conducted on that other computer.
19. For a UP or parts of a UP charged on a per minute basis, fees are charged per whole commenced minute.
20. For a UP or parts of a UP charged at a flat rate for a particular time period, fees are calculated once that particular time period has commenced.
21. For a UP or parts of a UP charged on a level of downloaded data basis, fees are charged per whole commenced Megabyte (MB) of data downloaded. Payment

22. If you are required to pay fees for a UP, you must pay the premises in which you are currently accessing the Service for a UP in accordance with their directions. Provision of the Service
23. The Service is provided "as is" and relies on numerous factors which are outside the control of The Company. The Service may not be continuous or reliable. The Company is not responsible for any interruptions or faults in the provision of the service that are outside The Company's control. Suspension of the Service
24. The Company may immediately suspend or terminate a UP if you breach a term of this agreement or The Company suspects or has reason to suspect that you are in breach of a term of this agreement.
25. The Company may also suspend or terminate a UP by reason of a technical failure or other technical problem with the provision of the Service.
26. In the case of the suspension or termination of a UP, all outstanding fees up to and including the commencement of suspension or the time of termination, become immediately payable upon suspension or termination, as applicable, and in no circumstances will any fees paid under these terms be refundable. Indemnities
27. You waive, release, discharge and relinquish any and all claims that you now have or may have against us and our affiliates or business partners, including without limitation the hotel or other venue from which you are accessing the Service, including our or their employees, officers and agents, which arise, directly or indirectly in connection with access to or use of the Service.
28. You agree to indemnify The Company, our affiliates and business partners, our respective directors, employees and agents, from and against any loss, damage, expense or liability suffered or incurred by The Company, our affiliates and business partners as a result of: (1) material or information transmitted by you via the Service; (2) your use of the Service or; (3) your breach of this agreement.
29. These indemnities are subject to the provisions under the headings "Our liability to you" and "Our liability to you."
30. Certain relevant consumer protection and other laws imply some conditions and warranties into these Terms of Use that cannot be excluded. Otherwise and to the fullest extent permitted by law, The Company excludes all warranties in relation to the Service. Limitation of Our Liability to You
31. Under no circumstances will The Company be liable to you for any loss of profit, lost business opportunities, loss of revenue or indirect or consequential loss or damages howsoever caused and regardless of whether The Company has been notified of the fact that such loss or damage may or is being suffered.
32. Notwithstanding any other provision of these terms and to the extent permitted by law, if you suffer loss or damage partly as a result of The Company's fault in relation to performing The Company's obligations under this agreement, and partly as a result of your fault, your claim for damages against The Company or the operating property for breach of this agreement will be reduced as if the claim were based in negligence, to the extent that is just

and equitable having regard to your share in the responsibility for the injury, loss or damage.
General

33. These terms are governed by the laws of England.
34. If any provision of these terms are found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these terms.
35. These terms set out the entire agreement between you and The Company with respect to the subject matter. Nothing in this agreement constitutes either of us an agent, partner or employee of the other and neither party has a right or authority to bind the other party.

DISCLAIMER

The Site

36. This Disclaimer governs your use of the web site available at [insert hotel website link] (the Site), which is made available to you by The Company.
37. Your use of the Site indicates your agreement with these terms. If you do not agree with these terms, do not use the Site.

Information at the Site

38. You may only use the information at the Site for your own personal or internal corporate use. In particular, but without limitation, you may not use, copy, reproduce, disseminate or communicate the information at the Site for commercial purposes. You must always acknowledge the Site and The Company as the source of any information gathered from the Site.
39. You are responsible for the information that you provide to The Company through or in relation to the Site. In particular, information provided to The Company must not be fraudulent or misleading, not infringe any third party's rights and must not violate any applicable laws, regulations or industry codes of conduct.

Our liability to you

40. To the extent permitted by law:
41. Information available at the Site is based on the current information available to The Company and is accurate, to the best of The Company's knowledge, as at the time of posting. However, The Company is not responsible for any errors or omissions in the information or for results obtained from use of this information.
42. Information at the Site is provided "as is". The Company does not guarantee continuous, uninterrupted or secure access to the Site. In using the Site, you acknowledge that the Internet is inherently unreliable and The Company is not responsible for any inaccuracies, interferences or interruptions in providing the Site to you, which are not within The Company's direct control.

43. The Company excludes all implied conditions and warranties, including as to completeness, accuracy and timeliness of the information or of the results obtained from the use of the information at the Site. If conditions and warranties are implied by law cannot be excluded, The Company limits liability to the extent permitted by law.
44. The Company will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Site, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not The Company knows or has been advised of the possibility of such damage.

Your liability to us

45. You indemnify and hold The Company, The Company's affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the violation of these terms by you.

Links to other websites

46. The Site may include links to third party sites. These third party sites may be developed and maintained by third parties over whom The Company has no control. The Company does not accept any responsibility for any third party site including, without limitation, the content at those third party sites. The Company does not make any other representation or endorsement in relation to any third party site or any content or service available at a third party site.

Governing law

47. The Site is governed by the laws of England.
48. If any provision of these terms are found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these terms.
49. These terms set out the entire agreement between you and The Company with respect to the subject matter. Nothing in this agreement constitutes either of us an agent, partner or employee of the other and neither party has a right or authority to bind the other party.

Data Protection

50. Please refer to The Company Privacy Policy and Privacy & Cookies Policy to understand how data is collected and used.
51. Accepting the terms & conditions as detailed and accepting the Privacy Policy and Privacy & Cookies policy are mandatory to use the Service. The Service will not be enabled without such acceptance on the "Splash" screen.